

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

May 21 12 19 PM '79
JAMES S. TUNNEY, CLEK

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

W. G. Hayes
3024 School House Lane
Charlotte, N.C. 28211

WHEREAS, Donald E. Brown and Rose L. Brown

hereinafter referred to as Mortgagor) is well and truly indebted unto W. G. Hayes and Lillie Owens Hayes

hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

Four Thousand Seven Hundred and No/100-----Dollars \$4,700.00 due and payable according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of eight per centum per annum, to be paid monthly

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgage for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public improvements, repairs, or for any other purposes

NOW KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and to give effect to the terms of the said promissory note, and to the Mortgage, at one time or to be advanced to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars \$3.00 to the Mortgagee in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, released, confirmed, warranted, quit, released, and assigned unto the Mortgagee, its heirs and assigns

ALL that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known

and designated as Lot No. 60 on a plat of College Heights, recorded in Plat Book P at pages 74 and 75 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat. Said lot fronts on the northwesterly edge of Columbia Circle a distance of 75 feet and runs back therefrom and parallel lines a distance of 175 feet.

This is the same property conveyed to the Mortgagors herein by deed of Curtis Brady Hollifield, Jr. dated March 1, 1974, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 994, at Page 593.

ALSO: ALL those certain pieces, parcels or lots of land, containing ± 2.42 acres, situate, lying and being on the eastern side of Waddell Street, in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 76, 77, 96, 97, portion of Finlay Street (abandoned), and an unnumbered lot shown and designated on the Greenville County Tax Maps as P13-4-23, on plat prepared by Carolina Surveying Co., dated January 23, 1979, and recorded in the RMC Office for Greenville County, S. C. in Plat Book _____, at Page _____ and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Waddell Street at the joint front corner of Lots Nos. 77 and 78 and running thence with the line of Lots 78 and 79 S. 85-25 E. 685.0 feet to an iron pin; thence S. 3-35 W. 160 feet to an iron pin; thence N. 85-25 W. 676.9 feet to an iron pin on the eastern side of Waddell Street at the joint front corner of Lots Nos. 75 and 76; thence with the eastern side of Waddell Street N. 0-42 E. 160.4 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of W. G. Hayes and Lillie Owens Hayes dated January 23, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book _____, at Page _____.

The within mortgage may not be assumed by any subsequent purchaser without the express written consent of the mortgagee.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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